



Dear Prospective Member,

On behalf of Gemini Shippers Association, our carrier partners, and over 250 member companies, I would like to thank you for considering membership in the association.

Since 1986, Gemini has been helping shippers navigate the complex world of ocean shipping procurement. Based on our strong carrier relationships, our deep understanding of our 15+ carrier partner networks, and the cumulative volumes of our members, Gemini can offer you competitive ocean freight rates on the carrier partner of your choice.

Gemini Shippers Association takes on the responsibility to negotiate the most competitive rates in the market on your behalf, while also assuming the significant financial exposure of signing the contract with the Carrier. While volumes carried via the association do not require you to sign an MQC, members do not need to use Gemini exclusively. Unlike working with a NVOCC, our carriers continue to interact directly with your team providing you status and recognition as an important customer

Once we have concluded rate agreements with your chosen carrier partners, your rate agreements, carrier information, and live up to date shipment tracking records will be available to you via your personalized Gemini Web Portal.

Our seasoned team of transportation executives in both the US and Asia will work with your carriers to manage day to day rates, space, EDI and cargo allocation issues. For more complex international trade issues, the association retains the services of Customs, International Trade and Transportation attorneys to guide our members. Members also receive valuable discounted service offers via numerous partner organizations.

Getting started with Gemini Shippers Association is easier than ever. Members complete a simple application form and sign a confidentiality agreement. Once you have joined the association, your appointed Gemini representative will contact you and follow up to move your shipments onto the Gemini Network.

Best of all, there is no up-front cost to join. Your member dues for shipments moved of \$100 per container are added to your Bill of Lading and paid directly to the association by your carrier.

To get started, please fill in the attached application and confidentiality agreement and start to experience all the benefits of a Gemini Shippers Group membership. We look forward to working with your company.

Best regards

Gemini Shippers Group



GEMINI SHIPPERS GROUP®

Prospective Member Instructions:

Please fill in and sign the following forms:

1. Member Application
2. Member Confidentiality Agreement

Completed Forms may be returned to Gemini Shippers Association via email at:
ablocker@geminishippers.com

1. APPLICATION AND AGREEMENT FOR MEMBERSHIP

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP _____

MAIN CONTACT NAME: _____

TITLE: _____ TELEPHONE # _____

E-MAIL: _____

2ND CONTACT NAME _____ TITLE _____

TEL. # _____ E-MAIL: _____

PRODUCTS: _____

TRADENAMES: _____

ORIGIN PORTS: _____

DESTINATIONS: _____

ORIGIN OFFICE: _____ MAIN CONTACT _____

E-MAIL: _____ TEL. # _____

FORWARDING / BOOKING AGENT: _____ CONTACT _____

E-MAIL: _____ TEL. # _____

CUSTOMS COMPLIANCE CONTACT NAME _____

TEL. #: _____ E-MAIL: _____

WAREHOUSE MANAGER NAME _____
TEL. #: _____ E-MAIL: _____

ACCOUNTS PAYABLE CONTACT NAME (INVOICE RECIPIENT) _____
TEL. # _____ E-MAIL: _____

PRINCIPAL/OWNER NAME: _____

Member Acknowledgments:

- Member Dues: Gemini Shippers Association will collect DIRECTLY FROM CARRIERS member per-container due of \$100 per container for shipments made under Gemini contracts.
- Electronic Information: Gemini Shippers Association is entitled to receive electronic Information from Carriers pertaining to member's shipments moving under Gemini Carrier Contracts.
- Applicant represent that it is incorporated or organized pursuant to the laws of a state of the United States.
- Applicant represents that it is not a Freight Forwarder or a NVOCC as defined by U.S. Code § 40102 – Definitions.

2. Confidentiality Agreement

Confidentiality Agreement (the "Agreement") entered into as of this ____ day of _____, 2021 by and between the Gemini Shippers Association ® (the "Association"), and _____, a business entity duly organized by law with a principal place of business at _____ ("Member").

WHEREAS the Association provides its members with services that promote and facilitate trade and provide cost effective logistics support including the negotiation of favorable shipping rates and contracts with ocean carriers ("Services") and the Member wishes to avail itself of the Association's Services; and

WHEREAS the Association is willing to provide Services to the Member subject to Members strict adherence to the provisions of this Agreement and such other terms and conditions as the Association and Member may agree upon in writing from time to time.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

Parties agree as follows:

1. Confidential Information Defined. The Member agrees and acknowledges that the following information provided to the Member by the Association consisting of (i) the existence, terms and conditions of and the parties to (x) any service contracts with ocean carriers negotiated by the Association and (y) other cargo logistics arrangements (collectively "Association Contracts") including, but not limited to the term and conditions, duration, rates and ancillary charges set forth in Association Contracts and (ii) all other shipping, logistics and transportation related documents and information concerning the business, affairs and practices of the Association including, but not limited to, the identity of the Association's members, vendors and service providers shall be deemed confidential and subject to the terms of this Agreement, hereinafter referred to as "Confidential Information".

2. No Disclosure or Use. Member agrees that during the term of its membership with the Association and for 3 years after the termination of such membership, for whatever reason, without the prior written consent of the Association, that the Member and its representatives, employees, officers, directors, managers or members shall (1) hold in strict confidence the Confidential Information, and not disclose or permit the disclosure of any of the Confidential Information to any person or entity other than to the Member's employees and financial and legal advisors whose access to the Confidential Information is required to perform their duties for the Member and ii) not use or permit the use of Confidential Information other than in its capacity as a Member of the Association.

3. Compliance. The Member agrees to use no lesser degree of care to protect the Confidential Information as the Member uses to protect its own confidential information.

4. Information Not Deemed Confidential. This Agreement shall not apply to any portion of the Confidential Information that (a) becomes a part of the public domain through no fault of the Member; or (b) the Member proves was in its possession prior to the disclosure of the Confidential Information by the Association; or (c) the Member acquires outside of the relationship between the parties to this Agreement, from a third party that is lawfully in possession of such Confidential Information and under no obligation of confidence to the Association.

5. Compliance with Legal Obligations. If the Member becomes legally compelled to disclose Confidential Information, it shall provide the Association with prompt written notice of such order or obligation, and to the extent possible, an opportunity to seek a protective order or other appropriate means to preserve the confidentiality of the Confidential Information. In the event no such order is issued, or no such challenge is undertaken, or such challenge is unsuccessful, only that portion of the Confidential Information that is legally required to be disclosed shall be disclosed. The Member agrees that any such disclosure shall not cause any of the Confidential Information that was not required to be disclosed to fall within any exception set forth herein.

6. Miscellaneous. Neither this Agreement nor any provision hereof may be amended or modified, and no waiver hereunder may be granted, except by a written instrument signed by each of the parties hereto. Neither this Agreement nor any of the rights or obligations hereunder shall be assignable by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of and be enforceable by each of the parties and their respective successors and permitted assigns. With respect to its subject matter, this Agreement contains the entire understanding of the parties and shall survive the termination of the Member's membership with the Association, for whatever reasons, This Agreement shall be governed by and construed under the laws of the State of New York and the Shipping Act of 1984, as amended from time to time, without application of principles of conflicts of laws, and any dispute or action arising under this Agreement shall be settled in the courts of the State of New York. This Agreement may be executed in counterparts, each of which shall be deemed an original, and any party may execute any such counterpart, all of which, when taken together, shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement under seal as of the day and year first above written.

Name: _____

Title: _____

Signature: _____

Date: _____